

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

MWW Group LLC One Meadowlands Plaza, East Rutherford, NJ 07073

2. Registration No.

6381

3. Name of Foreign Principal

Alexander Cummings

4. Principal Address of Foreign Principal

15th Street & Payne Avenue, Sinkor, Monrovia, Liberia

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- ☐ Partnership ☐ Committee
- ☐ Corporation ☐ Voluntary group
- ☐ Association ☐ Other (specify) _____
- ☒ Individual-State nationality Liberian

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant

N/A

- b) Name and title of official with whom registrant deals

N/A

7. If the foreign principal is a foreign political party, state:

- a) Principal address

N/A

- b) Name and title of official with whom registrant deals N/A

- c) Principal aim N/A

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Running for president of Liberia.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Mr. Cummings is running for the presidency of Liberia. He is a member of the Alternative National Congress Party of Liberia. The party may contribute funds to Mr. Cummings's campaign.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

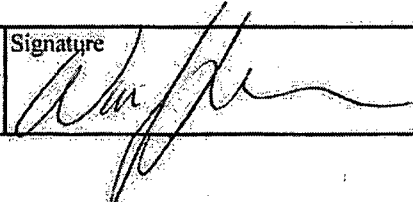
Date of Exhibit A

9/30/16

Name and Title

William Starace, EVP & CFO

Signature



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

MWW Group LLC

2. Registration No.

6381

3. Name of Foreign Principal

Alexander Cummings

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The foreign principle has engaged the registrant to provide media relations, messaging, and relationship building services for the purposes of raising his profile.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Strategic communications: MWW will handle media relations across media outlets including in the US.

Media Training: MWW will work with the foreign principle to effectively communicate his message across all media platforms Facilitation of strategic relationships: MWW will work with the foreign principle to develop strategic relationships including reporters, editors, and thought leaders.

Donor outreach and stewardship: MWW will help the foreign principle develop a fundraising plan and work to identify a fundraising consultant.

Strategic Planning: MWW will serve as advisors to help develop campaign strategies and campaign plans.

Recruit, vet and hire staff: MWW will help the foreign principle identify possible staff to hire.

Collateral development: MWW will help design campaign collateral such as stickers, t-shirt designs, pamphlets, pledge cards, etc.

Social media and Digital Content Development: MWW will work with the foreign principle to effectively utilize and engage with supporters via social media channels including facebook and twitter.


9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

MWW will work with the foreign principle to identify and contact media and other key interested parties in Washington, DC, New York, and other key markets in the United States with the aim of raising awareness of his candidacy.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 9/30/16	Name and Title William Starace, EVP & CFO	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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Letter of Agreement

This letter agreement (the "Agreement") is made as of September 21, 2016 by and between Alexander Cummings, located at 15th Street & Payne Avenue Sinkor, Monrovia Liberia (the "Client") and MWW Group LLC, located at One Meadowlands Plaza, East Rutherford, New Jersey 07073 ("MWW Group" or "MWW").

I. SERVICES

Commencing on September 21, 2016, MWW Group will devote its efforts to provide services on behalf of the Client to be mutually agreed upon by the parties (the "Services").

II. TERM AND TERMINATION

This Agreement shall remain in effect for a minimum term of six (6) months from the commencement date (the "Minimum Term"). After the expiration of the Minimum Term, this Agreement shall continue on a month to month basis at the applicable monthly Fee as defined below, unless terminated by either party providing at least sixty (60) days advance written notice. Client will pay for all fees during the notice period and expenses incurred up to the effective date of termination.

Upon termination or expiration, the terms of this Agreement which by their nature should survive shall so survive, including, without limitation, Sections II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV.

III. FEES

The total minimum value of this Agreement is \$600,000 USD and shall be billed in six (6) equal monthly installments of \$100,000 USD (the "Fee").

To initiate activities, MWW Group requests payment of the initial \$100,000 USD upon execution of this Agreement. MWW will invoice Client monthly and payment will be due and payable on the first business day of each month. All payments shall be made via wire. Any additional work above and beyond the fees and services described will be billed separately and will be mutually agreed upon and detailed in Addenda which will be made part of this Agreement.

IV. EXPENSES

Upon execution of the Agreement, Client shall set up an escrow fund in the amount of \$10,000 USD to be used for all out-of-pocket expenses.

V. THIRD PARTY CONTRACTS

Subject to Client's prior written consent, Client shall authorize MWW to enter into contracts with third parties ("Authorized Contracts"), as an agent for a disclosed principal, when such contracts are necessary for the Services. Client assumes full liability and responsibility for any expenditures resulting from Authorized Contracts. Additionally, Client agrees to assume all non-cancellable Authorized Contracts upon any termination of this Agreement.

VI. CONFIDENTIALITY

Each party (the "Receiving Party") will treat as confidential and properly safeguard any and all information, documents, papers, programs and ideas relating to the other party (the "Disclosing Party"), its operations, finances and products, disclosed to the Receiving Party and designated by the Disclosing Party as confidential or which should be reasonably understood to be confidential ("Confidential Information"). MWW's pricing

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and its media contacts shall be considered Confidential Information. Confidential Information shall not include information that (a) is or falls into the public domain through no fault of Client; (b) is disclosed to the Receiving Party by a third party which is not under an obligation of confidentiality to the Disclosing Party; (c) was already known to the Receiving Party; and/or (d) is independently developed by the Receiving Party without reference to Confidential Information. In the event the Receiving Party is required by a subpoena or other legal process to disclose the Disclosing Party's Confidential Information, the Receiving Party shall: (i) if legally permitted, inform the Disclosing Party of such requirement; and (ii) only provide such Confidential Information of the Disclosing Party that is legally required. In the course of performing the Services, MWW may disclose Confidential Information as Client shall have approved for disclosure. This provision shall survive the termination of this Agreement and shall remain in full force and effect for a period of three (3) years following the completion of Services.

VII. OWNERSHIP; USE OF MATERIALS.

(a) As between MWW and Client, Client shall be sole owner of all rights in and to materials developed and produced by MWW on Client's behalf, provided Client has paid all invoices due and owing to MWW pursuant to this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, MWW retains all of its rights, title and interest in and to (including, without limitation, the unlimited right to use) (i) all materials owned or developed by or licensed to MWW prior to, or independent from, the performance of services under this Agreement, and all modifications thereof, and (ii) all generic or proprietary information, and all ideas, methodologies, software, applications, processes or procedures used, created or developed by MWW in the general conduct of its business, including, but not limited to, media contacts (as well as all updated and enhancements of any of the foregoing).

VIII. NON-SOLICITATION

Recognizing the time and expense of MWW Group's investment in its employees, Client agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement Client shall not directly or indirectly employ, hire or retain (whether as employee, consultant or otherwise) any person who is an employee of MWW Group or a former employee who was employed by MWW within the term of this Agreement without MWW's prior written consent. If during the Term hereof or one year thereafter Client engages the services of an employee of MWW or a former employee who was employed by MWW within the term of this Agreement without prior written consent, Client agrees to pay MWW a fee calculated as the greater of (a) the employee's annual salary or (b) the annualized fees currently being paid to MWW.

IX. INDEMNIFICATION.

(a) Client shall defend, indemnify and hold MWW harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims, actions or demands made or brought by any third party ("Claims") against MWW, including, without limitation, any governmental entity, which arise out of or in connection with (i) Client's obligations under Section IX above; (ii) information or materials supplied, provided or approved by or on behalf of Client or a third party authorized by Client; (iii) as a result of any governmental investigation, proceeding or administrative hearing regarding the Services; (iv) any issue of safety, product liability or the nature, use or performance of Client's products, services or premiums; (v) Client's failure to pay any and all amounts owed to third parties or any claims raised by third parties against MWW related to Authorized Contracts; and (vi) risks or restrictions of which MWW notified Client where Client elects to proceed (including, without limitation, Client's use of any third party materials in violation of the applicable usage terms and restrictions governing the use of such third party materials). Client's indemnity obligations shall include, without limitation, payment to MWW for any and all personnel time incurred in connection with any such claim, suit, proceeding or subpoena based upon MWW's then-current hourly rates. In matters in which MWW is not a party, Client shall pay or reimburse MWW for all reasonable attorneys' fees and expenses MWW incurs and for all MWW personnel time incurred (at MWW's then current hourly rates) in connection with MWW's response to subpoenas, depositions, discovery demands, and other inquiries arising from suits, proceedings, legislative or regulatory hearings, investigations, or other civil or criminal proceedings in which Client is a party, subject, or target.

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(b). MWW shall indemnify, defend and hold Client harmless for all Loss resulting from Claims which arise out of or in connection with (i) material prepared by MWW on Client's behalf and provided to Client to the extent it asserts a claim for infringement of copyright, piracy, or plagiarism (except to the extent such Claim arises from information or materials provided by Client or any modification by or on behalf of Client to any materials provided by MWW); or (ii) MWW's failure to follow Client's express written instructions (except to the extent that following such instructions would violate applicable law or regulations or otherwise create legal liability for either MWW or Client, as reasonably determined by MWW).

(c) Upon the assertion of any Claim against either party ("Indemnitee"), the Indemnitee shall notify the other party ("Indemnitor") of the existence of such Claim and shall give the Indemnitor reasonable opportunity to defend and/or settle the Claim at its own expense and with counsel of its own selection. The Indemnitee shall at all times have the right fully to participate in such defense at its own expense. The Indemnitor shall not enter into any settlement that imposes any liability, obligation or restriction on the Indemnitee without the prior written consent of the Indemnitee, not to be unreasonably withheld.

X. LIMITATION OF LIABILITY

In no event shall either party be liable for special, indirect, incidental, consequential, exemplary or punitive damages, including without limitation, lost profits or business or loss of data, even if such party has been advised of the possibility of or could have foreseen such loss or damages. Except for indemnity obligations hereunder, MWW's aggregate liability to Client shall not exceed the total fees paid by Client to MWW in the one (1) year prior to the incident from which the claim accrues.

XI. USE OF MATERIALS BY THIRD PARTIES

After material has been issued by MWW to the news media or to another third party, its use is no longer under MWW's control. MWW cannot assure the use of such material by any news organization. Similarly, MWW cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by MWW. It is understood and agreed that MWW does not stipulate or guarantee specific or overall results or returns from public relations, publicity, research or any other activity performed by MWW.

XII. FORCE MAJEURE

Neither party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is due to any cause beyond such party's control, including without limitation restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns, failure of media or other suppliers, cyber attacks or other malicious acts of third parties.

XIII. ATTORNEYS FEES & COSTS

Client agrees to pay all costs and expenses, including, but not limited to, attorney fees and court costs, for the collection and/or enforcement of any obligation under this Agreement, whether or not a lawsuit or arbitration is commenced.

XIV. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Jersey, without regards to any conflicts of laws principles. In the event that any dispute should arise under this Agreement, the parties agree to waive all jurisdictional and venue objections and to have all such disputes submitted to and heard before the Superior Court of New Jersey, Bergen County, Law Division.

XV. WAIVER

No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

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XVI. NOTICE

All notices required under this Agreement shall be in writing and signed by the party delivering such notice and delivered to the Client and the MWW at their respective addresses set forth on the first page; it being understood and agreed that (i) approval to incur expenses and enter into third party contracts may be provided to MWW via email or set forth in an SOW, project budget, purchase order or similar document delivered to MWW by Client, and (ii) approval to release materials contemplated for release and prepared in connection with the Services (e.g., a press release) may be provided via email.

XVII. TAXES

Client shall be solely responsible to pay all taxes, however designated and of whatever nature, that are levied or imposed by reason of the transactions contemplated by this Agreement, including, without limitation, all sales, use, transfer, privilege, excise and other taxes, duties or surcharges, whether international, national, state or local, excluding, however, taxes based on MWW Group's net income. MWW Group shall not be liable for, and Client shall hold harmless and indemnify MWW Group against, liability for all such taxes, duties and/or surcharges.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement concerning the subject matter hereof. This Agreement may only be modified in a writing signed by the parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect. This agreement may be executed in counterparts and exchanged in electronic format, all of which shall be included as one agreement.

In witness whereof, the parties hereto have executed this Agreement as of the date first written above.

Alexander Cummings

By:  _____

MWW GROUP LLC

By:  _____

Assumptions and Standard Conditions of Performance

The following are some of the assumptions and expectations with respect to services to be rendered by MWW. Deviation from the engagement assumptions may affect payment of fees and expenses covered in Agreement.

- ❑ The Client, MWW, and its staff, partners and subcontractors are committed to complying with all applicable laws in their operations, including, but not limited to, the U.S. Foreign Corrupt Practices Act, as amended ("FCPA") and the OECD Convention on anti-bribery. Further, Client and MWW commit to not just complying with those legal requirements, but to conduct its respective business' in accordance with a high level of integrity.
- ❑ MWW will provide the agreed necessary resources and senior management involvement to support Client work, to perform the agreed in an efficient and timely manner, and to accomplish the delivery of services set forth in the Services outlined below.
- ❑ MWW will be responsible for obtaining, at no cost to Client, any third party products or services, including, but not limited to software, subscription services and digital media necessary for MWW to perform its obligations under this Agreement.
- ❑ Any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, will be exclusively and finally settled by arbitration in accordance with the American Arbitration Association's ("AAA"). The arbitration will be conducted in Georgia unless the parties agree on another location, by three arbitrators, with each party selecting one arbitrator and the third selected by the AAA. The parties will be entitled to engage in reasonable discovery, including requests for production of relevant non-privileged documents. Depositions and interrogatories may be ordered by the arbitral panel upon a showing of need. All decisions, rulings, and awards of the arbitral panel will be made pursuant to majority vote of the three arbitrators. The award will be in accordance with the applicable law, will be in writing, and will state the reasons upon which it is based. The arbitrators will have no power to modify or abridge the terms of this Agreement.
- ❑ Each party is an independent contractor and does not have any authority to bind or commit the other. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between such parties for any purpose.
- ❑ The executed Agreement is subject to the terms and conditions set forth in this Addendum, which is incorporated herein by this reference. If any of MWW's Obligations are not performed or prove to be incorrect, it may cause changes to the payment of fees and expenses. Client shall have no liability in respect to payment for lack of performance of Services or failures to meet the above outlined Conditions of Performance.

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The Services

MWW will develop the Infrastructure necessary to win a successful campaign by following the Message, Money, and Mobilization framework including:

- ☐ Strategic Communications
- ☐ Media Training
- ☐ Facilitation of Strategic Relationships
- ☐ Donor Outreach and Stewardship
- ☐ Strategic Planning
- ☐ Recruit, Vet, and Hire Staff
- ☐ Collateral Development
- ☐ Social Media and Digital Content Development

